

ORDINANCE NO. 86 1030-P

AN ORDINANCE ESTABLISHING INITIAL PERMANENT ZONING AND CHANGING THE ZONING MAP ACCOMPANYING CHAPTER 13-2A OF THE AUSTIN CITY CODE OF 1981 AS FOLLOWS: 7.101 ACRES OF LAND OUT OF THE WILLIAM CANNON LEAGUE, LOCALLY KNOWN AS 6100-6300 SOUTH FIRST STREET, FROM INTERIM "SF-3" FAMILY RESIDENCE TO "GR" COMMUNITY COMMERCIAL; SAID PROPERTY BEING LOCATED IN AUSTIN, TRAVIS COUNTY, TEXAS; SUSPENDING THE RULE REQUIRING THE READING OF ORDINANCES ON THREE SEPARATE DAYS; AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. CHAPTER 13-2A of the Austin City Code of 1981 is hereby amended to change the base zoning district from Interim "SF-3" Family Residence to "GR" Community Commercial on the property described in File C14-84-213, to-wit:

All of that certain tract or parcel of land out of the William Cannon League in Travis County, Texas, being a portion of those certain tracts of land as conveyed to A.D. Eberhart by deeds recorded in Volume 488, Page 453, of the deed records of Travis County, Texas, said tract of land being more particularly described by metes and bounds in Exhibit "A", attached hereto and incorporated herein for all purposes,

locally known as 6100-6300 South First Street in the City of Austin, Travis County, Texas,

PART 2. It is hereby ordered that the Zoning Map accompanying Chapter 13-2A of the Austin City Code of 1981 and made a part thereof shall be changed so as to record the change ordered in this ordinance.

PART 3. That the development of the property herein described shall be accomplished in accordance with the site plan attached hereto as Exhibit "B", or as such site plan is subsequently adjusted or modified as provided by subsection 13-2A-6100 et seq., of the Austin City Code of 1981. Except to the extent that such site plan is inconsistent therewith, the development and use of the property described herein shall be in accordance with applicable ordinances of the City of Austin.

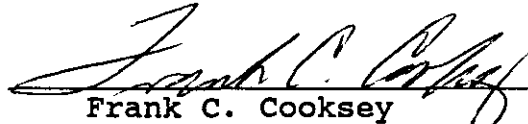
PART 4. That the City Council declares that an emergency exists concerning the safe, orderly, and healthful growth and development of the City in order to assure the immediate preservation of the public peace, health, safety and general welfare; therefore, the rule providing for the reading of an

ordinance on three (3) separate days is suspended and this ordinance shall become effective immediately upon its passage as required by this emergency and as provided by the City Charter of the City of Austin.


PASSED AND APPROVED

October 30, 1986


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Frank C. Cooksey
Mayor

APPROVED


for Paul C. Isham
City Attorney

ATTEST:


James E. Aldridge
City Clerk

SJS:saf
84-213

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[illegible]

JOE NO. 66-50-52
JULY, 1966
AUGUST, 1966 REWROD
C14-84-213
Mudd & Associates, Inc.
TS: R

[illegible][illegible]

Prepared by: J. K. K.

2484-213
RECEIVED

OCT 13 1986

RESTRICTIVE COVENANT

THE STATE OF TEXAS
COUNTY OF TRAVIS

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LEGAL DEPARTMENT

WHEREAS, South First 7 Joint Venture (Owner) of Travis County, Texas, is the owner of the following described property, to-wit: ,

All of that 7.096 acre tract of land out of the William Cannon League in the City of Austin, Travis County, Texas, and being a portion of that certain tract of land as conveyed to A. D. Eberhart by Deed recorded in Volum 694, Page 484, of the Deed Records of Travis County, Texas, and all of that certain tract of land as conveyed to A. D. Eberhart by Deed recorded in Volume 725, Page 549, of the Deed Records of Travis County, Texas, said tract of land being more particularly described by metes and bounds in Exhibit "A" attached hereto.

WHEREAS, the City of Austin and the South First 7 Joint Venture have agreed that the above-described property should be impressed with certain covenants and restrictions running with the land and desire to set forth such agreement in writing;

NOW, THEREFORE, the South First 7 Joint Venture for and in consideration of One and NO/100 Dollars (\$1.00) and other good and valuable consideration in hand to the undersigned paid by the City of Austin, the receipt of which is hereby acknowledged, does hereby agree with respect to said property described above, such agreement to be deemed and considered as a covenant running with the land, and which shall be binding on him, his successors, and assigns, as follows, to-wit:

1. No apartment dwellings shall be constructed on the property.
2. No bars shall be permitted; however, restaurants whose sales are over fifty percent (50%) food, shall be allowed to sell alcoholic beverages.
3. Development of the property will be tied to the site plan approval by the City Council, a copy of which is attached hereto and marked Exhibit "B".
4. If any person, persons, corporation, or entity of any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law, or in equity, against said person or entity violating or attempting to violate such agreement or covenant and to prevent said person or entity from violating or attempting to violate such agreement or covenant.
5. If any part or provision of this agreement or covenant herein contained shall be declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full force and effect.
6. The failure at any time to enforce this agreement by the City of Austin, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.
7. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, or such other governing body as may succeed the City Council of the City of Austin, and (b) by the owners of the above-described property at the time of such modification, amendment, or termination.

Executed this 13th day of October, 1986.

SOUTH FIRST 7 JOINT VENTURE

BY: Jimmy Nassour, Managing Venturer
Jimmy Nassour, Managing Venturer

THE STATE OF TEXAS
COUNTY OF TRAVIS

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BEFORE ME, the undersigned notary public, on this day personally appeared Jimmy Nassour, Managing Venturer of South First 7 Joint Venture, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of October, 1986.

Scotti Jo Fine
Scotti Jo Fine, Notary Public
in and for the State of Texas

My commission expires: 3-8-87

FIELD NOTES
FOR
DAN WHEAT

7.096 ACRE TRACT

ALL OF THAT CERTAIN 7.096 ACRE TRACT OF LAND OUT OF THE WILLIAM CANNON LEAGUE IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN TRACT OF LAND AS CONVEYED TO A. D. EBERHART BY DEED RECORDED IN VOLUME 694, PAGE 484 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND ALL OF THAT CERTAIN TRACT OF LAND AS CONVEYED TO A. D. EBERHART BY DEED RECORDED IN VOLUME 725, PAGE 549 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pipe in concrete found at the Northeast corner of Lot 10, Buckingham Meadows and the Resubdivision of Lot 8, Block A, Turtle Creek Estates Section 1, a subdivision in the City of Austin, Travis County, Texas as recorded in Plat Book 54, Page 51 of the Plat Records of Travis County, Texas, for the Northwest corner and PLACE OF BEGINNING hereof;


THENCE with the North line of the herein described tract, S 60°23' E for a distance of 428.52 feet to an iron pipe found in the West r.o.w. line of South First Street, same being the Southeast corner of that certain tract of land as conveyed to Bucking Place Development, Inc. by Deed recorded in Volume 3355, Page 2007 of the Deed Records of Travis County, Texas, for the Northeast corner hereof;

THENCE with the West r.o.w. line of South First Street and the East line of the herein described tract, S 29°28' W for a distance of 720.78 feet to an iron pin set at the intersection of the North r.o.w. line of Eberhart Lane and the West r.o.w. line of South First Street, for the Southeast corner hereof, and from which an "X" cut into concrete bears S 29°38' W at a distance of 60.00 feet;

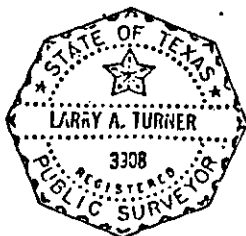
THENCE with the North r.o.w. line of Eberhart Lane and the South line of the herein described tract, N 60°17' W for a distance of 429.64 feet to an iron pin set at the Southeast corner of the above referenced subdivision, for the Southwest corner hereof;

THENCE with the East line of the said subdivision, same being the West line of the herein described tract, N 29°43' E for a distance of 720.05 feet to the PLACE OF BEGINNING and containing 7.096 acres of land, more or less.

SURVEYED BY:
W. HARVEY SMITH SURVEYOR, INC.


LARRY A. TURNER
Registered Public Surveyor No. 3908
July 6, 1984

Job No. 33017 - 12



AFFIDAVIT OF PUBLICATION

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, a Notary Public in and for the County of Travis, State of Texas, on this day personally appeared:

James R. Frizzell

Classified Advertising Agent of the Austin American-Statesman, a daily newspaper published in said County and State, who being duly sworn by me, states that the attached advertisement was published in said newspaper on the following dates, to wit:

January 23rd, 1987

and that the attached is a true copy of said advertisement.

SWORN AND SUBSCRIBED TO BEFORE ME, this the 23rd
Day of January A.D. 198 7.

Denise Stegall
(Type or Print Name of)

Denise Stegall
Notary Public in and for
TRAVIS COUNTY, TEXAS

3/3/90
(My Commission Expires:)